

## MANAGEMENT CONSULTING AGREEMENT

**THIS AGREEMENT** is dated as of the 1<sup>st</sup> day of April, 2024 (the “**Effective Date**”).

**BETWEEN:**

**Super Copper Corp.**, a corporation existing under the laws of the Province of British Columbia, Canada

(the “**Company**”)

**AND:**

**ORION MANAGEMENT FZE-LLC**, a corporation existing under the laws of the United Arab Emirates

(the “**Contractor**”)

**ZACHARY DYMALA-DOLESKY**, an individual resident in the City of Dubai in the United Arab Emirates

(the “**Contractor Principal**”)

**WHEREAS:**

- A. The Company is Super Copper Corp. (“**SCC**”) is a Canadian based private company that is acquiring and developing mining exploration rights;
- B. The Contractor has the skills and abilities needed to provide the Services to the Company; and
- C. The Company has agreed to engage the Contractor to provide the Services and the Contractor has agreed to provide such Services, in accordance with the terms and conditions contained herein.

**NOW THEREFORE** in consideration of the promises and mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.1 For the purpose of this Agreement the following terms shall have the following meanings:

- (a) **"Affiliate"** has the meaning ascribed thereto in the *Business Corporations Act* (British Columbia);
- (b) **"Base Contractor Fee"** has the meaning ascribed thereto in Section 2.7;
- (c) **"Board"** means the board of the directors of the Company, as it may be constituted from time to time;
- (d) **"Business"** means all services, as carried on by the Company;
- (e) **"Confidential Information"** means information, whether or not originated by the Contractor, that relates to the business or affairs of the Company or its Affiliates (including SCC), or their clients or suppliers and is confidential or proprietary to, about or created by the Company or its Affiliates, or their clients, or suppliers. Confidential Information includes, but is not limited to, the following types of confidential information and other proprietary information of a similar nature (whether or not reduced to writing or designated or marked as confidential):
  - (i) information relating to strategies, research, communications, clients, business plans, and financial data of the Company or its Affiliates and any information of the Company or its Affiliates which is not readily publicly available;
  - (ii) work product resulting from or related to work or projects performed for or to be performed for the Company, or its Affiliates, including but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
  - (iii) any intellectual property contributed to the Company or its Affiliates, and any other technical and business information of the Company, and its Affiliates which is of a confidential, trade secret and/or proprietary character;
  - (iv) internal company personnel and financial information, employee personal information, employee compensation, supplier names and other supplier information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting the business of the Company or its Affiliates; and
  - (v) all information that becomes known to the Contractor as a result of its engagement with the Company that the Contractor, acting reasonably, believes is confidential information or that the Company or its Affiliates take measures to protect;

- (f) **“SCC”** means Super Copper Corp., a company incorporated under the laws of British Columbia;
- (g) **“Intellectual Property Rights”** means any and all legal protection recognized by the law (whether by statute, common law or otherwise, in Canada and all other countries worldwide) in respect of the Works (as defined below) and Confidential Information, including trade secret and confidential information protection, patents, copyright and copyright registration, industrial design registration, trade dress and trade-marks and trade-mark registrations and other registrations or grants of rights analogous thereto;
- (h) **“Person”** includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, governmental authority or other entity, whether or not having legal status;
- (i) **“Services”** means the services set out in Appendix A to this Agreement;
- (j) **“Term”** has the meaning ascribed thereto in Section 5.1;
- (k) **“Territory”** means any province of Canada, any state of the United States, any country in the European Union, or any other jurisdiction in which the Company or any of its Affiliates carries on the Business on or prior to termination of this Agreement; and
- (l) **“Works”** includes all inventions, methods, processes, discoveries, designs, ideas, works, creations, developments, algorithms, drawings, compilations of information, analysis, experiments, data, reports, know-how, techniques, products, samples, tools, machines, software and all documentation therefore, flowcharts, specifications and source code listings, whether patentable or not, including any modifications or improvements thereto that: (1) are conceived, developed, created, generated or reduced to practice by the Contractor (whether alone or with others in or outside the Company) in connection with providing the Services contemplated in this Agreement; or (2) result from the use of the premises and property (including equipment, supplies or Confidential Information) owned, licensed or leased by the Company;

## **ARTICLE 2 ENGAGEMENT**

- 2.1 **Engagement.** The Company hereby engages the Contractor to provide the Services to the Company, and the Contractor hereby covenants and agrees to provide such Services to the

Company, subject to the terms and conditions of this Agreement. The Company may publicly name the Contractor as the Chief Executive Officer, but this Agreement shall still be enforceable even after a new Chief Executive Officer is appointed, and the Contractor shall continue to deliver such services.

- 2.2 **Services.** The Contractor shall provide services regularly provided by a management consultant, as more particularly set out in Schedule “A” attached hereto (the “**Services**”). In addition to the Services, the Contractor agrees to provide such other services that are normally provided by a corporate M&A advisor, and comply with such instructions that are reasonably assigned or communicated to the Contractor by the Company.
- 2.3 **Standard of Conduct.** In providing the Services to the Company, the Contractor will:
- (a) act honestly and in good faith in what the Contractor reasonably believes to be in the best interests of the Company;
  - (b) comply with all written policies of the Company that apply to it, including policies that may be amended, issued, or removed by the Company, as applicable, from time to time;
  - (c) exercise the degree of care, diligence and skill that a reasonably prudent Person would exercise in comparable circumstances;
  - (d) use its best efforts to promote the business and interests of the Company;
  - (e) observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, provincial, state, municipal, and local governing bodies of any country having jurisdiction over the Services or any part thereof;
  - (f) report to the Board;
  - (g) devote sufficient time and attention necessary to perform the Services; and
  - (h) not knowingly infringe the intellectual property rights of any third party in performing the Services.
- 2.4 **Performance of Services.** The Contractor and the Contractor Principal will provide the Services at such times and places as may be required by the Company from time to time and agreed to by the Contractor. While providing the Services, the Contractor and Contractor Principal will give the Company the full benefit of their knowledge, expertise and ingenuity.
- 2.5 **Base Contractor Fee.** The Company will pay to the Contractor a fee of \$8,000 per month (equal to a fee of \$96,000 on an annual basis, the “**Base Contractor Fee**”), with first payment being on the effective date. Every year from the Effective Date of this agreement, there shall be a 5.0% increase in the Base Contractor Fee to adjust for inflation. The Contractor will submit invoices for Services rendered. The Company will pay the invoiced amounts to the Contractor on the first business day of each month, or no later than 15 days from the date that an invoice is submitted. Any invoice paid past its due date shall be subject to a late penalty equal to an annual interest rate of 8.0% per annum. If required, the Contractor will record its Value Added Tax (VAT) number on each of the invoices submitted to the Company.

- 2.6 **Acquisition Bonus.** During the Term, the Company will pay the Contractor a performance bonus (the “**Bonus**”) of 5.0% of the total transaction value for any merger, acquisition, investment, or any other such transaction which has an aggregate value of greater than \$10,000, on the following terms:
- (a) The Bonus will be paid if a Transaction is completed among the Company and/or its shareholders and a Buyer introduced by the Contractor, the Contractor shall be entitled to a fee (the “**Fee**”) equal to 5.0% of the Transaction value to be paid in cash. The Contractor may elect to be paid in the equivalent value in stock, at its sole discretion.
- 2.7 **Exchange Listing Bonuses.** During the Term, the Company will pay the Contractor a performance bonus for the following milestones achieved:
- (a) **TSX Venture Exchange (Junior Board) Listing Bonus:** Upon the successful listing of the Company's shares on the TSX Venture Exchange (TSXV), the Contractor shall receive a bonus of \$67,500.
  - (b) **OTC Listing Bonus:** Upon the successful listing of the Company's shares on the OTCQX, OTCQB, or OTC Pink Markets, the Contractor shall receive a bonus of \$67,500.
  - (c) **TSX Exchange (Main Board) Listing Bonus:** Upon the successful listing of the Company's shares on the Toronto Stock Exchange (TSX), the Contractor shall receive a bonus of \$125,000.
  - (d) **NYSE or NASDAQ Listing Bonus:** Upon the successful listing of the Company's shares on the New York Stock Exchange (NYSE) or the NASDAQ, the Contractor shall receive a bonus of \$200,000.
- 2.8 **Market Capitalization Bonuses.** During the Term, the Company will pay the Contractor a performance bonus for the following milestones achieved:
- (a) **\$25 Million Market Cap:** Upon the Company achieving a market capitalization of \$25 million, as calculated by the closing day share price multiplied by fully diluted shares outstanding, the Contractor shall receive a bonus of \$312,500, equivalent to 1.25% of the Market Cap.
  - (b) **\$50 Million Market Cap:** Upon the Company achieving a market capitalization of \$25 million, as calculated by the closing day share price multiplied by fully diluted shares outstanding, the Contractor shall receive a bonus of \$625,000, equivalent to 1.25% of the Market Cap.
  - (c) **\$100 Million Market Cap:** Upon the Company achieving a market capitalization of \$25 million, as calculated by the closing day share price multiplied by fully diluted shares outstanding, the Contractor shall receive a bonus of \$1,250,000, equivalent to 1.25% of the Market Cap.
  - (d) **\$200 Million Market Cap:** Upon the Company achieving a market capitalization of \$25 million, as calculated by the closing day share price multiplied by fully diluted shares outstanding, the Contractor shall receive a bonus of \$2,500,000, equivalent to 1.25% of the Market Cap.
  - (e) **\$1 Billion Market Cap:** Upon the Company achieving a market capitalization of \$25 million, as calculated by the closing day share price multiplied by fully diluted shares outstanding, the Contractor shall receive a bonus of \$12,500,000, equivalent to 1.25% of the Market Cap.

All bonuses shall be paid in cash within 30 days of achieving the respective milestone. However, if the Company is unable to pay the bonus in cash due to liquidity issues, the bonus may be issued in the form of fully vested company stock at fair market value on the date the milestone is achieved.

For the purposes hereof, the Market Capitalization on any given day shall be calculated as follows:

(A) **Market Capitalization = A x B**

where:

- (1) **A** = the number of issued and outstanding listed shares of the Company
- (2) **B** = the closing stock price of the Company's listed shares on the principal stock exchange on which the Company is then listed on the date in question.

2.9 **Expenses.** The Company shall reimburse the Contractor for all authorized travelling and other out-of-pocket expenses actually and properly incurred by the Contractor. The Contractor agrees to provide to the Company an itemized monthly expense report, together with original receipts, showing all monies expended hereunder, and such other expense information as the Company may reasonably require.

2.10 **Perquisites.** The Company shall provide the Contractor with the following perquisites to enhance their professional and personal wellbeing:

- (a) **Housing Allowance:** The Company recognizes the importance of stable and suitable housing to support the Contractor's effectiveness and well-being in fulfilling their professional responsibilities. Consequently, the Company shall provide the Contractor with a housing allowance of up to \$4,000 per month. This allowance is intended to cover the costs associated with maintaining a residence that is commensurate with the Contractor's role and enhances their ability to perform their duties efficiently. The housing allowance will be paid monthly and is designed to assist the Contractor in securing accommodation that meets the standards appropriate for an executive in their position. This benefit will be reviewed annually to ensure it continues to meet the housing market demands and remains competitive within the industry.
- (b) **Travel Allowances:** The Contractor shall receive travel allowances for personal travel, in addition to comprehensive coverage of all business travel-related expenses, of up to \$5,000 per year. The Contractor shall also receive a commuting fee allowance for travel via Uber or Lyft of \$1,250 per month.
- (c) **Club Memberships:** The Company shall provide an annual allowance of up to \$6,000 to cover membership fees at up to two professional or recreational clubs of the Contractor's choice, to facilitate health/fitness or business networking opportunities.
- (d) **Personal Development Allowance:** The Company shall provide an annual personal development allowance of \$5,000, which may be used towards continuing education, leadership training, certification courses, or attendance at industry-related conferences.

2.11 **Life and Disability Insurance.** The Company shall provide the Contractor with comprehensive life and disability insurance benefits. These benefits include:

- (a) **Life Insurance:** The Company will enroll the Contractor in a life insurance policy with a death benefit of at least twice the annual salary of the Contractor. This benefit is designed to support the Contractor's beneficiaries in the event of the unexpected demise of the Contractor.
- (b) **Disability Insurance:** The Contractor will be covered by both short-term and long-term disability insurance. These policies will provide income protection equivalent to 60% of the Contractor's monthly base salary, should the Contractor become unable to perform their duties due to illness or injury. The short-term disability insurance shall cover a period up to six months, after which the long-term disability insurance will take effect, continuing until the Contractor can return to work or reaches the age of 65.

2.12 **Medical Insurance.** The Company shall provide the Contractor with a comprehensive health

insurance policy. This policy will include medical, dental, and vision coverage to ensure a broad spectrum of health care services, addressing both routine and specialized medical needs.

**(a) Medical Insurance:** The policy will cover a range of health care services including hospitalization, outpatient services, emergency care, and prescription drugs. The Company will pay the full premium for the Contractor's medical coverage, ensuring no monthly premium cost to the Contractor.

**(b) Dental and Vision Insurance:** In addition to medical insurance, the Company will provide dental and vision insurance. This will cover annual check-ups, necessary dental procedures, and eye care, including prescription eyewear and contact lenses. The Company will cover 100% of the premiums for these policies.

### **ARTICLE 3 INDEPENDENT CONTRACTOR**

3.1 **Independent Contractor.** The Contractor is an independent contractor and neither the Contractor nor the Contractor Principal shall be deemed to be an employee of the Company. For providing the Services, the Contractor shall not be entitled to any remuneration, rights or benefits other than as specifically set forth in this Agreement.

3.2 **Manner of Providing Services.** As an independent contractor, Contractor shall be free to exercise discretion and independent judgment in performing the Services. The Contractor shall not commit or obligate the Company in any way to other parties, except as may be specifically consented to by the Company.

3.3 **No Deductions.** In view of the Contractor's status as an independent contractor, the Company shall not be making any Canada Pension Plan, Employment Insurance or income tax related contributions or deductions from the amounts due to the Contractor under this Agreement. The Contractor and Contractor Principal shall be jointly and severally liable for the payment of all income taxes and all other taxes, assessments or remittances (including but not limited to taxes, assessments or remittances for G.S.T, H.S.T., P.S.T. employer health tax, employment insurance, Canada Pension Plan and/or workers' compensation coverage) payable on amounts paid by the Company to the Contractor under the terms of this Agreement or otherwise. Each of the Contractor and the Contractor Principal further jointly and severally agrees to save harmless and indemnify the Company from and against all claims, charges, taxes, interest or penalties and demands which may be made by the Minister of National Revenue or any other person, agency, authority or entity, against the Company with respect to payment of said taxes, assessments or other remittances. The foregoing obligations shall continue beyond the termination of this Agreement and shall be binding upon the Contractor, the Contractor Principal and each of their heirs, executors, administrators, successors, assigns and other legal representatives.

3.4 **No Partnership or Joint Venture.** This Agreement will not be construed as creating a partnership, joint venture or agency relationship between the parties or any other form of legal association that would impose liability upon one party for any act or failure to act by the other party, subject to fiduciary duties and any other liability of the Contractor Principal in their capacity as an officer or director of the Company.

**ARTICLE 4**  
**TERM AND TERMINATION**

- 5.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall end on the date that is four (4) years from the Effective Date (the “**Initial Term**”). Following the completion of the Initial Term, this Agreement will be subject to indefinite one-year renewal terms on the same terms and conditions (each, a “**Renewal Term**”; the Initial Term together with the Renewal Terms, the “**Term**”).
- 5.2 **Termination by Company – Contractor a Shareholder.** For as long as the Contractor or the Contractor Principal, directly or indirectly, is a registered or beneficial shareholder of the Company, the Company may only terminate this Agreement for willful misconduct or fraud committed by the Contractor or Contractor Principal, *provided that* termination in such circumstances will be subject to, and only take effect upon, a final determination made in a binding arbitration, which is held in the Province of Ontario under the *Arbitration Act, 1991* (Ontario) and is not subject to appeal, that the acts or omissions of the Contractor or Contractor Principal, as the case may be, constitute “willful misconduct or fraud” and that the criteria which justify termination of his engagement on such grounds pursuant to this Agreement have been satisfied.
- 5.3 **Termination by Company – Contractor not a Shareholder.** Notwithstanding Section 5.2, if the Contractor Principal ceases for any reason to be, directly or indirectly, a registered or beneficial shareholder of the Company, the following provisions apply:
- (a) This Agreement may be terminated by the Company without notice (unless otherwise specified) or payment in lieu thereof, for committing any material willful or intentional acts of material dishonesty.
- 5.4 **Termination by the Contractor.** The Contractor may terminate this Agreement for any reason by giving the Company at least 60 days’ written notice.
- 5.5 **Termination by Company During Initial Term.** If the Company terminates this Agreement prior to the end of the Initial Term (the “**Termination Date**”) for any reason other than as described in Sections 5.2 or 5.3, the Company shall pay to the Contractor, within 45 days following the effective time of such termination, the aggregate Base Contractor Fee and Bonus payable to the Contractor for the remaining balance of the Initial Term (the “**Early Termination Payment**”).

The Company hereby agrees and acknowledges that in the event it fails, for any reason whatsoever, to pay the Early Termination Payment to the Contractor within 45 days following the effective time of the termination by the Company of this Agreement, such termination shall immediately upon the expiry of such 45-day period be deemed to be null and void *ab initio* and of no force and effect, retroactive to the time of termination and, for greater certainty and without limiting any of the foregoing, the Company shall be required to satisfy all of its obligations pursuant to this Agreement which are applicable in respect of such 45-day period as if such termination had never occurred.

**ARTICLE 6**  
**CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS**

6.1 **Confidential Information.** At all times prior to or during the Term and subsequent to the termination of this Agreement, the Contractor and Contractor Principal shall each keep in strictest confidence and trust the Confidential Information, the Contractor and the Contractor Principal shall each take all necessary precautions against unauthorized disclosure of the Confidential Information, and neither the Contractor nor the Contractor Principal shall directly or indirectly disclose, allow access to, transmit or transfer the Confidential Information to a third party, nor shall the Contractor or the Contractor Principal access, copy, retain or reproduce the Confidential Information except as required for the Contractor to perform the Services.

**6.2 Restricted Use of Confidential Information.**

- (a) At all times prior to or during the Term and subsequent to the termination of this Agreement, the Contractor and Contractor Principal shall not use the Confidential Information in any manner except as required for the Contractor to perform the Services.
- (b) Upon request of the Company, and in any event upon the termination of this Agreement, the Contractor and the Contractor Principal shall immediately return to the Company all materials, including all copies in whatever form or media, containing the Confidential Information which are in the Contractor's or the Contractor Principal's possession or under the Contractor's or the Contractor Principal's control and delete all copies or materials not capable of being returned. Any copies or materials that are not capable of being deleted shall remain subject to this Article 6 indefinitely.
- (c) Each of the Contractor and Contractor Principal acknowledges and agrees that neither the Contractor nor the Contractor Principal shall acquire any right, title or interest in or to the Confidential Information.

**6.3 Intellectual Property and Works**

- (a) The Contractor will disclose all Works promptly and fully to the Company. The Contractor will maintain at all times adequate and current records relating to the Works, which records will be and remain the property of the Company.
- (b) Notwithstanding anything else contained herein, the Company will have sole and exclusive right, title and interest, world-wide, in and to all Works and Intellectual Property Rights, which right, title and interest will continue after termination of this Agreement. Accordingly, the Contractor hereby irrevocably assigns (and in the case of Works created on or after the Effective Date, agree to assign, without the need for any further remuneration or consideration) to the Company all worldwide right, title and interest of any nature whatsoever in and to all Works and Intellectual Property Rights.

- (c) The Contractor hereby waives (and in the case of Works created on or after the Start Date, agrees to waive) all moral rights arising under the *Copyright Act* (Canada) and any rights to similar effect in any country or at common law (“**Moral Rights**”) that the Contractor may have in respect of the Works, and acknowledge that such waiver may be invoked by any person authorized by the Company.
- (d) Aside from Moral Rights, if the Contractor has any Intellectual Property Rights that cannot be assigned to the Company, the Contractor hereby unconditionally and irrevocably grants to the Company an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free licence with rights to sub-licence to all such rights for the full duration of such rights and any renewals or extensions thereof. Further, aside from Moral Rights, if the Contractor has any Intellectual Property Rights that cannot be so assigned or licensed, the Contractor hereby unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against the Company, its licensees, successors and assigns with respect to such rights. The Contractor agrees, at the Company’s request and expense, to consent to and join in any action by the Company to enforce such rights.
- (e) The Contractor will execute and deliver to the Company whenever requested by the Company, any and all further documents and assurances that the Company may deem necessary or expedient to affect the purposes and intent of the assignment set out herein. If the Contractor refuses or fails to execute any further documents and assurances whenever requested by the Company, this Agreement will form a power of attorney granting to the Company the right to execute and deliver on the Contractor’s behalf (as the case may be), all such further documents and assurances that the Company may deem necessary or expedient to effect the purposes and intent of the assignment and waiver set out herein on the Contractor’s behalf.

6.4 **Exclusions.** The terms and provisions of this Agreement which restrict the disclosure or use of Confidential Information do not apply with respect to information that:

- (a) was available to the public at the time of disclosure, or subsequently became available to the public without fault of the Contractor or the Contractor Principal;
- (b) was known to the Contractor or the Contractor Principal at the time of disclosure or was independently developed by Contractor or the Contractor Principal, provided there is adequate documentation to confirm such prior knowledge or independent development;
- (c) was received by the Contractor or the Contractor Principal from a third party and the Contractor or the Contractor Principal, as the case may be, was not aware that the third party had a duty of confidentiality to the Company in respect of the information;
- (d) is used or disclosed by the Contractor or the Contractor Principal with the Company’s prior written approval; or
- (e) is required to be disclosed by law, provided that the Contractor or the Contractor Principal gives the Company sufficient prior written notice of any such disclosure to allow the Company to contest the disclosure. Any action taken by the Company to

contest the disclosure must not compromise the obligations of the Contractor or the Contractor Principal under the order to disclose or cause the Contractor or the Contractor Principal to be subject to any fine, penalty or prosecution.

## **ARTICLE 7 REPRESENTATIONS AND WARRANTIES**

- 7.1 Each of the Contractor and Contractor Principal jointly and severally represents and warrants to the Company that:
- (a) the Contractor Principal is an officer of the Contractor;
  - (b) there exists no agreement or contract and they are not subject to any obligations which:
    - (i) restrict or may restrict the Contractor or the Contractor Principal from providing the Services;
    - (ii) restrict or may restrict the Contractor or the Contractor Principal from performing any duties assigned to either of them pursuant to this Agreement;
    - (iii) restrict or may restrict the Contractor or Contractor Principal from soliciting the clients, customers or joint venture parties of a third party; or
    - (iv) restrict or may restrict the Contractor or Contractor Principal from using information within his knowledge or control which may be useful in the performance of his duties for the Company;
  - (c) in the performance of the Services it shall not knowingly and improperly bring to the Company or use any trade secrets, confidential information or other proprietary information of any third party and will not infringe the intellectual property rights of any third party.

## **ARTICLE 8 INDEMNIFICATION**

- 8.1 The Contractor and the Company (the “**Indemnifying Party**”) hereby agree to indemnify, defend, and hold harmless each other, and their respective officers, directors, Affiliates, employees, and consultants (collectively, the “**Indemnified Parties**”) from any and all liability, loss, damages, costs, and fees (including, without limitation, attorneys’ fees) that may be incurred by the Indemnified Parties as a result of any claim arising from or related to (i) the Indemnifying Party’s material breach of any of its representations, warranties, or covenants set forth in this Agreement, or (ii) the Indemnifying Party’s gross negligence or willful misconduct. The Indemnifying Party may participate in the defense and any settlement discussions, and will have the right to approve any settlement agreement purporting to bind the Indemnified Parties.

**ARTICLE 9  
NON-DISPARAGEMENT**

- 9.1 Each of the parties hereto agrees that it shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports or comments which are disparaging, deleterious or damaging to the integrity, reputation or good will of any of the other parties hereto or their respective Affiliates or management.

**ARTICLE 10  
MISCELLANEOUS**

- 10.1 **Notice.** Any notice, payment or other communication required or permitted to be given or served pursuant to this Agreement shall be in writing and shall be delivered personally or forwarded by registered mail or sent by fax to the party concerned addressed as follows:

The Contractor or the Contractor Principal:

Orion Management FZE-LLC  
[Address redacted]  
email:[Email redacted]

Super Copper Corp.  
[Address redacted]

The Company:

or to any other address as may from time to time be notified in writing by any of the parties. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 10.2 **Survival.** The Contractor's and Contractor Principal's obligations contained in Article 4, Article 6 and the obligations of all parties contained in Article 8 shall survive the termination of this Agreement.
- 10.3 **Severability.** In the event that any provision of this Agreement is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect any other

provision of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

- 10.4 **No Waiver.** The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.
- 10.5 **Entire Agreement.** The provisions of this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 10.6 **Amendments.** Any modification of this Agreement must be in writing and signed by each of the Parties hereto or it shall have no effect and shall be void.
- 10.7 **Headings.** The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement.
- 10.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 10.9 **Currency.** All amount expressed herein are in Canadian dollars unless otherwise noted and all payments hereunder are subject to all applicable and required deductions.

*[Remainder of this page intentionally left blank.]*

**Counterparts.** This Agreement may be executed in counterpart and such counterparts together shall be effective to constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means (whether that signature is by the hand of the signatory or is computer or machine generated) shall be equally effective as delivery of a manually executed counterpart hereof. The Parties agree that copies of this Agreement containing such signatures shall be admissible in court without further authentication.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the day and year first above written.

**SUPER COPPER CORP.**

*By its authorized signatory:*

*"Zachary Dolesky"*

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Name: Zachary Dolesky  
Title: Director

**ORION MANAGEMENT FZE-LLC**

*By its authorized signatory:*

*"Zachary Dolesky"*

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Name: Zachary Dolesky  
Title: Director

**APPENDIX A**  
**SERVICES**

The consulting services (the "Services") to be performed by the Consultant shall be those normally undertaken by a Management Consultant and Corporate Advisor. The Services may include (but are not limited to) the following:

1. Acting as a Management Consultant to the Company;
2. Working with the senior management to establish, implement and oversee the goals, strategies, plans and policies of the Company;
3. Monitor and evaluate industry trends that may affect strategy;
4. Provide email introductions to companies interested in acquiring the Company;
5. Recruit management and consultants, including sourcing individuals with the requisite skills, experience and ethical values;
6. Business and strategic planning including reviewing, advising on and revising the written plans;
7. Reviewing budgets, revenue models, financial models and forecasts;
8. Reviewing, advising on and revising the financing collaterals including term sheets, executive summaries, slide presentations;
9. Sourcing and managing (and if desired, serving as point) professional advisors including legal, tax, accounting, and investment bankers;
10. If a brokerage firm, investment bank or underwriter is to be retained for a financing engagement, supporting negotiating its engagement terms and agreement;
11. Commenting on proposed corporate decisions and identifying and evaluating alternative course of action;
12. Assisting the Company in fundraising and other corporate issues; and
13. Providing such other services as may be appropriate or required by the Board from time to time.